

<i>SERFF Tracking Number:</i>	<i>NWST-126971164</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>The Northwestern Mutual Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>47761</i>
<i>Company Tracking Number:</i>	<i>NN.DIA.(0511)</i>		
<i>TOI:</i>	<i>A02I Individual Annuities- Deferred Non-Variable</i>	<i>Sub-TOI:</i>	<i>A02I.003 Single Premium</i>
<i>Product Name:</i>	<i>NN.DIA.(0511)</i>		
<i>Project Name/Number:</i>	<i>NN.DIA.(0511)/NN.DIA.(0511)</i>		

Filing at a Glance

Company: The Northwestern Mutual Life Insurance Company

Product Name: NN.DIA.(0511)	SERFF Tr Num: NWST-126971164	State: Arkansas
TOI: A02I Individual Annuities- Deferred Non-Variable	SERFF Status: Closed-Approved-Closed	State Tr Num: 47761
Sub-TOI: A02I.003 Single Premium	Co Tr Num: NN.DIA.(0511)	State Status: Approved-Closed
Filing Type: Form		Reviewer(s): Linda Bird
	Authors: Angela Hanson, John Kotarski, Julie Lewandowski, Tiffiney Durham	Disposition Date: 01/26/2011
	Date Submitted: 01/20/2011	Disposition Status: Approved-Closed
Implementation Date Requested:		Implementation Date:

State Filing Description:

General Information

Project Name: NN.DIA.(0511)	Status of Filing in Domicile: Pending
Project Number: NN.DIA.(0511)	Date Approved in Domicile:
Requested Filing Mode: Review & Approval	Domicile Status Comments:
Explanation for Combination/Other:	Market Type: Individual
Submission Type: New Submission	Individual Market Type:
Overall Rate Impact:	Filing Status Changed: 01/26/2011
	State Status Changed: 01/26/2011
Deemer Date:	Created By: Julie Lewandowski
Submitted By: Julie Lewandowski	Corresponding Filing Tracking Number: NWST-126971792

Filing Description:

We are submitting forms NN.DIA.(0511) and DIA.DPDB.AMDT.(0511) for your review and approval. We plan on introducing these forms in the second quarter of 2011, pending your approval. The Single Premium Deferred Annuity, contract form NN.DIA.(0511), will be used with application form 90-1550 (0511) which has been submitted to your Department for review under a separate filing (SERFF tracking # NWST-126971792). Form DIA.DPDB.AMDT.(0511) is a Deferral Period Death Benefit Amendment.

<i>SERFF Tracking Number:</i>	<i>NWST-126971164</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>The Northwestern Mutual Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>47761</i>
<i>Company Tracking Number:</i>	<i>NN.DIA.(0511)</i>		
<i>TOI:</i>	<i>A02I Individual Annuities- Deferred Non-Variable</i>	<i>Sub-TOI:</i>	<i>A02I.003 Single Premium</i>
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The basic contract with sex distinct plan rates will be used when the contract is sold in markets where sex neutral rates are not required by law. The alternate page with sex neutral language will be included in contracts sold in the employer sponsored markets where sex neutral rates are required to conform to the Norris decision. The alternate sex neutral page for form NN.DIA.(0511) is page 8.

Based on this information, your review and approval of the above referenced forms is respectfully requested. If you have any questions, please call me at (414) 665-5637 or e-mail me at johnkotarski@northwesternmutual.com. On e-mails, please copy Julie Lewandowski at julielewandowski@northwesternmutual.com.

Sincerely,

John Kotarski
Product Compliance Specialist

Company and Contact

Filing Contact Information

John Kotarski, Product Compliance Specialist	johnkotarski@northwesternmutual.com
720 East Wisconsin Avenue	414-665-5637 [Phone]
Rm S845	414-665-5006 [FAX]
Milwaukee, WI 53202	

Filing Company Information

The Northwestern Mutual Life Insurance Company	CoCode: 67091	State of Domicile: Wisconsin
720 East Wisconsin Avenue	Group Code: 860	Company Type: Life
Rm S845	Group Name:	State ID Number:
Milwaukee, WI 53202	FEIN Number: 39-0509570	
(414) 271-1444 ext. [Phone]		

Filing Fees

Fee Required?	Yes
Fee Amount:	\$100.00

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Retaliatory?	No		
Fee Explanation:	\$50 x 2 forms		
Per Company:	No		

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Northwestern Mutual Life Insurance Company	\$100.00	01/20/2011	43956445

<i>SERFF Tracking Number:</i>	<i>NWST-126971164</i>	<i>State:</i>	<i>Arkansas</i>
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	01/26/2011	01/26/2011

<i>SERFF Tracking Number:</i>	<i>NWST-126971164</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Product Name:</i>	<i>NN.DIA.(0511)</i>		
<i>Project Name/Number:</i>	<i>NN.DIA.(0511)/NN.DIA.(0511)</i>		

Disposition

Disposition Date: 01/26/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: NWST-126971164 State: Arkansas

Filing Company: The Northwestern Mutual Life Insurance Company State Tracking Number: 47761

Company Tracking Number: NN.DIA.(0511)

TOI: A02I Individual Annuities- Deferred Non-Variable Sub-TOI: A02I.003 Single Premium

Product Name: NN.DIA.(0511)

Project Name/Number: NN.DIA.(0511)/NN.DIA.(0511)

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Sex Neutral Insert Page		Yes
Supporting Document	Certification of Compliance		Yes
Form	Single Premium Deferred Income Annuity		Yes
Form	Deferral Period Death Benefit		Yes
	Amendment		

SERFF Tracking Number: NWST-126971164 State: Arkansas

Filing Company: The Northwestern Mutual Life Insurance Company State Tracking Number: 47761

Company Tracking Number: NN.DIA.(0511)

TOI: A02I Individual Annuities- Deferred Non-Variable Sub-TOI: A02I.003 Single Premium

Product Name: NN.DIA.(0511)

Project Name/Number: NN.DIA.(0511)/NN.DIA.(0511)

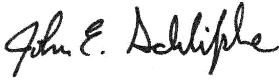
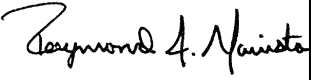
Form Schedule

Lead Form Number: NN.DIA.(0511)

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	NN.DIA.(0511)	Policy/Contract/Deferred Income Annuity Certificate	Single Premium	Initial		50.200	AR NN DIA (0511).pdf
	DIA.DPDB.AMDT.(0511)	Policy/Contract/Death Benefit Certificate: Amendment, Insert Page, Endorsement or Rider	Deferral Period	Initial		54.100	DIA DPDB AMDT (0511).pdf

The Northwestern Mutual Life Insurance Company agrees to pay the benefits provided in this Contract, subject to its terms and conditions.

Signed at Milwaukee, Wisconsin on the Issue Date.

 
Chief Executive Officer Secretary

SINGLE PREMIUM DEFERRED INCOME ANNUITY

This Contract is a single premium deferred paid-up annuity Contract providing fixed income payments commencing as of the First Payment Date provided the Annuitant is then living.

The Contract does not provide access to funds prior to the First Payment Date except for a death benefit if the Annuity Plan has a Period Certain or as provided for in the Deferral Period Death Benefit Amendment, if such an amendment is part of this Contract.

Participating.

This Contract has no cash surrender value or loan value.

Right To Return Contract -- Please read this Contract carefully. The Owner may return the Contract for any reason within ten days after receiving it. Return of the Contract is effective on the date written notice of the return is delivered or mailed to either The Northwestern Mutual Life Insurance Company, 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202 or the agent who sold the Contract. If returned, the Contract will be considered cancelled and the Company will refund the Purchase Payment.

NN.DIA.(0511)



CONTRACT NUMBER	{00 000 000}
ANNUITANT	{John J. Doe}
ISSUE DATE	{May 1, 2011}

NN.DIA.(0511)

**This Contract is a legal contract between the Owner and
The Northwestern Mutual Life Insurance Company.**

Read your Contract carefully.

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AMENDMENTS (if any)

APPLICATION

CONTRACT INFORMATION

CONTRACT NUMBER	¹ {00 000 000}
ISSUE DATE	² {MAY 1, 2011}
OWNER	³ {JOHN J. DOE}
ANNUITANT	⁴ {JOHN J DOE}
AGE AND SEX OF ANNUITANT	⁵ {65 MALE}
{JOINT ANNUITANT}	⁶ {JANE J. DOE}
{AGE AND SEX OF JOINT ANNUITANT}	⁷ {60 FEMALE}
PAYEE	⁸ {JOHN J. DOE}
BENEFICIARY	⁹ {DAVID J. DOE, SON OF THE ANNUITANT}
THE SINGLE PURCHASE PAYMENT IS	¹⁰ {\$89,154.32}
FIRST PAYMENT DATE	¹¹ {MAY 1, 2021}
INCOME PAYMENT	¹² {\$1,000.00}
FREQUENCY OF INCOME PAYMENT	¹³ {MONTHLY, QUARTERLY, SEMI-ANNUALLY, OR ANNUALLY}
TAX REPORTING CATEGORY	¹⁴ {PERSONAL ANNUITY (NON-TAX QUALIFIED)}
{ADDITIONAL BENEFIT}	¹⁵ {DEFERRAL PERIOD DEATH BENEFIT AMENDMENT}
COMMUTATION RATE	¹⁶ {4.22}%
PLAN	¹⁷ {SINGLE LIFE INCOME WITH {10} YEARS PERIOD CERTAIN}

¹⁸{THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY WILL PAY ¹⁹{\$1,000.00} ²⁰{MONTHLY, QUARTERLY, SEMI-ANNUALLY, OR ANNUALLY} FOR THE LIFE OF THE ANNUITANT. THE FIRST PAYMENT IS PAYABLE ON ²¹{MAY 1, 2021}}. ²²{AFTER THE FIRST PAYMENT DATE, THE AMOUNT OF EACH INCOME PAYMENT PAYABLE WILL INCREASE BY ²³{2}% EACH SUBSEQUENT ²⁴{MAY 1ST}.} IF THE ANNUITANT DIES BEFORE THE FIRST PAYMENT DATE A DEATH BENEFIT EQUAL TO THE PRESENT VALUE WILL BE PAYABLE UNLESS A DEFERRAL PERIOD DEATH BENEFIT AMENDMENT IS PART OF THIS CONTRACT.

IF THE ANNUITANT DIES BEFORE ²⁵{MAY 1, 2021}, ²⁶{\$1,000.00} WILL BE PAID MONTHLY THROUGH ²⁷{MAY 1, 2031}.

DIVIDENDS ARE NOT GUARANTEED. BECAUSE THIS CONTRACT IS NOT EXPECTED TO CONTRIBUTE TO DIVISIBLE SURPLUS IT IS NOT EXPECTED THAT DIVIDENDS WILL BE PAID.

(This page has been left blank intentionally.)

SECTION 1. GENERAL TERMS AND DEFINITIONS

ANNUITANT. The person, shown on Page 3, upon whose life Income Payments depend.

BENEFICIARY. The term "Beneficiary" as used in this Contract includes direct beneficiaries and further payees.

COMMUTATION RATE. The interest rate, shown on Page 3, used to calculate the Present Value of Period Certain Income Payments.

COMPANY. The Northwestern Mutual Life Insurance Company.

CONTRACT. This Contract, the Application and any Amendments constitute the entire contract between the Owner and the Company.

FIRST PAYMENT DATE. The date, shown on Page 3, on which Income Payments begin.

HOME OFFICE. The office of The Northwestern Mutual Life Insurance Company located at 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202.

INCOME PAYMENTS. The amount, shown on Page 3, payable to the Payee, commencing on the First Payment Date and continuing thereafter, subject to the terms and conditions of this Contract.

ISSUE DATE. The date this Contract is issued and becomes effective.

JOINT ANNUITANT. If the Plan is a Joint Life Annuity, the person, shown as the Joint Annuitant on Page 3, who together with the Annuitant, is a person upon whose life Income Payments depend.

OWNER. The person possessing the ownership rights stated in this Contract.

PAYEE. The person or persons designated to receive the Income Payments and the death benefit, if any.

PERIOD CERTAIN. The time interval during which Income Payments are guaranteed to be payable after the First Payment Date.

PLAN. The type of annuity provided by this Contract as shown on Page 3. If Income Payments depend on the life of only the Annuitant, the Plan is a Single Life Annuity. If Income Payments depend on the lives of both the Annuitant and the Joint Annuitant, the Plan is a Joint Life Annuity.

PRESENT VALUE. Income Payments payable during any Period Certain discounted to the date of death using a discount rate equal to the Commutation Rate shown on Page 3. If the Plan does not contain a Period Certain, the Present Value is zero.

PURCHASE PAYMENT. The single payment made by or on behalf of the Owner with respect to this Contract.

SECTION 2. BENEFITS

2.1 PAYMENT OF INCOME PAYMENTS

Income Payments are payable to the Payee in the amount and at the frequency shown on Page 3.

If the Plan is a Single Life Annuity, the Income Payments commence as of the First Payment Date, provided the Annuitant is living on that date. Income Payments are payable during the lifetime of the Annuitant or for the Period Certain, if any, whichever is later.

If the Plan is a Joint Life Annuity, the Income Payments commence as of the First Payment Date, provided either the Annuitant or Joint Annuitant is living on that date. Income Payments are payable during the lifetime of the Annuitant, the lifetime of the Joint Annuitant, or for the Period Certain, if any, whichever is latest.

2.2 DEATH OF THE ANNUITANT OR JOINT ANNUITANT PRIOR TO THE FIRST PAYMENT DATE

If the Plan is a Single Life Annuity, upon the death of the Annuitant prior to the First Payment Date, the Contract terminates and a death benefit equal to the Present Value will be payable in a lump sum.

If the Plan is a Joint Life Annuity, upon the death of either the Annuitant or the Joint Annuitant prior to the First Payment Date, Income Payments commence as of the First Payment Date, provided the survivor is living on that date, and are payable at the same or at a reduced amount depending on the type of Plan, until the end of the Period Certain, if any, or until the death of the survivor, whichever is later. Provided, however, if a distribution of the entire interest of the Contract is required by the federal tax law following the death of either the Annuitant or Joint Annuitant, the Contract terminates and a death benefit equal to the Present Value will be payable in a lump sum.

If the Plan is a Joint Life Annuity, upon the death of both the Annuitant and Joint Annuitant prior to the First Payment Date, the Contract terminates and a death benefit equal to the Present Value will be payable in a lump sum, provided a death benefit had not been paid previously.

2.3 DEATH OF THE ANNUITANT OR JOINT ANNUITANT ON OR AFTER THE FIRST PAYMENT DATE

If the Plan is a Single Life Annuity with no Period Certain, upon the death of the Annuitant on or after the First Payment Date, the Contract terminates and no further Income Payments are payable. If the Plan is a Single Life Annuity with a Period Certain, Income Payments are payable only during any remaining portion of the Period Certain.

If the Plan is a Joint Life Annuity, upon the death of either the Annuitant or Joint Annuitant on or after the First Payment Date, Income Payments are payable at the same or at a reduced amount depending on the type of Plan, until the end of the Period Certain, if any, or until the death of the survivor, whichever is later.

If the Plan is a Joint Life Annuity, upon the death of both the Annuitant and Joint Annuitant on or after the First Payment Date, Income Payments are payable only during the remaining portion of the Period Certain, if any.

SECTION 3. ANNUITANT, PAYEE, OWNERSHIP, AND BENEFICIARY

3.1 ANNUITANT

The Annuitant is shown on Page 3 and may not be changed after the Issue Date. The Joint Annuitant, if any, is shown on Page 3 and may not be changed after the Issue Date.

3.2 PAYEE

Unless otherwise requested by the Owner, the Annuitant, while living, is the Payee of the Contract.

If the Plan is a Single Life Annuity, upon the death of the Annuitant, the Beneficiary shall be the Payee.

If the Plan is a Joint Life Annuity, unless otherwise requested by the Owner:

- upon the death of the Annuitant, the Payee shall be the Joint Annuitant if living, otherwise the Beneficiary.
- upon the death of the Joint Annuitant, the Payee shall be the Annuitant if living, otherwise the Beneficiary.

3.3 OWNERSHIP

The Owner is named on the application to this Contract and is shown on Page 3.

The Owner may not transfer ownership of this Contract, except to a non-natural person.

Upon the death of the Annuitant, the Payee shall become the Owner of the Contract.

Contract rights may be exercised by the Owner without the consent of any other person. However, if more than one person is the Owner of the Contract, all Owners must consent to the exercise of any Contract rights.

3.4 NAMING AND CHANGING THE BENEFICIARY

The Beneficiary is named on the application to this Contract. The Owner may change the Beneficiary while the Annuitant is living.

If the Annuitant was not the Owner of the Contract, the Owner at the time of the death of the Annuitant may change the Beneficiary during the first 60 days after the death of the Annuitant.

After the death of the Annuitant, subject to the Owner's rights during the first 60 days after that death, an Owner may change the further payees of his or her share of the Income Payments only if:

- the Owner was the Owner of the Contract prior to the death of the Annuitant; or
- no further payee of that share is living.

3.5 SUCCESSION IN INTEREST OF THE BENEFICIARY

Unless otherwise requested by the Owner, the rights and benefits that a Beneficiary becomes entitled to under the Contract are shared equally among all surviving direct beneficiaries, otherwise equally among all surviving further payees. If no Beneficiary is surviving when Income Payments are payable to the Beneficiary, the Owner or the Owner's Estate will be the Beneficiary.

3.6 TRUSTEES AS BENEFICIARY

If a trustee is named as a Beneficiary and no qualified trustee makes claim to the Income Payments, or to any other payments, within one year after becoming the Payee, or if satisfactory evidence is furnished to the Company showing that no trustee can qualify to receive the Income Payments, the Income Payments will be payable as though the trustee had not been named.

The Company will be fully discharged of liability for any action taken by the trustee and for all amounts paid to, or at the direction of, the trustee and will have no obligation as to the use of the amounts. In all dealings with the trustee, the Company will be fully protected against the claims of every other person. The Company will not be charged with notice of a change of trustee unless written evidence of the change is received at the Home Office.

SECTION 4. GENERAL CONTRACT PROVISIONS

4.1 ENTIRE CONTRACT; CHANGES

This Contract with any amendments and the attached application is the entire contract. Statements in the application are representations and not warranties. A change in the Contract is valid only if it is approved by an officer of the Company. No agent has the authority to change the Contract or to waive any of its terms.

4.2 NO CASH VALUE, LOAN VALUE, OR SURRENDER VALUE

This Contract has no cash value, loan value or surrender value.

4.3 INCONTESTABILITY

The Company will not contest this Contract after two years from the Issue Date while the Annuitant is living. The Issue Date is shown on Page 3.

4.4 COLLATERAL ASSIGNMENT

The Owner may assign this Contract as collateral security. The Company is not responsible for the validity or effect of a collateral assignment. Unless otherwise stated by the Owner, a collateral assignment will take effect on the date it is signed. The Company will not be responsible to an assignee for any payment or other action taken by the Company before receipt of the assignment in writing at its Home Office. The interest of a Payee will be subject to any collateral assignment made either before or after the Payee is named. A collateral assignment is not a transfer of ownership.

4.5 MISSTATEMENT

If the age or sex of the Annuitant, or the Joint Annuitant, if any, has been misstated, the Income Payments that become payable will be in the amount that would have been payable at the correct age and sex. If any amounts have been overpaid by the Company due to a misstatement of age or sex, the amount of the overpayment may be deducted from payments to be made by the Company. If any amounts have been underpaid due to misstatement of age or sex, the underpayment will be paid.

4.6 EVIDENCE OF SURVIVAL

The Company may require proof that the Annuitant, or the Joint Annuitant, if any, is living on the due date of any Income Payment.

4.7 PROOF OF DEATH

Income Payments or a death benefit that become due under the terms of this Contract follow-

ing the death of the Annuitant or the Joint Annuitant are not payable until the Company receives satisfactory proof of death.

4.8 DIVIDENDS

The Contract will share in the divisible surplus of the Company to the extent that it contributes to the surplus. The surplus will be determined each year, and the dividend, if any, will be credited on the Contract anniversary. When a death benefit is paid, upon the death of the Owner before the First Payment Date, any dividend payable for the period of the Owner's death will be paid as part of the death benefit. Dividends will be paid in cash.

Since this Contract is not expected to contribute to divisible surplus, it is not expected that any dividends will be paid.

4.9 REQUESTS BY OWNER

Requests by the Owner to change the Owner, the Payee, the Beneficiary, or the Succession Interest Of The Beneficiary will be made upon receipt in the Home Office of a written request satisfactory to the Company. The request will then take effect as of the date that it was signed. The Company is not responsible for any payment or other action that is taken before the receipt of the request.

4.10 REPORT TO OWNER

At least once each year, the Company will send to the Owner any statements or notices required by law or regulation to be delivered to the Owner.

Agent

Address

Telephone

It is recommended that you ...

read your Contract.

notify your Northwestern Mutual agent or the Company at 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, (414) 271-1444, for any service you may require in connection with this Contract.

If we fail to provide you with reasonable and adequate service, you should feel free to contact:

Arkansas Insurance Department, Consumer Services Division, 1200 West Third Street, Little Rock, Arkansas 72201-1904, (800) 852-5494.

Election of Trustees

The members of The Northwestern Mutual Life Insurance Company are its policyholders of insurance policies and deferred annuity contracts. The members exercise control through a Board of Trustees. Elections to the Board are held each year at the annual meeting of members. Members are entitled to vote in person or by proxy.

SINGLE PREMIUM DEFERRED INCOME ANNUITY

This Contract is a single premium deferred paid-up fixed annuity providing fixed income payments commencing as of the First Payment Date provided the Annuitant is then living.

The Contract does not provide access to funds prior to the First Payment Date except, for a death benefit if the Annuity Plan has a Period Certain or as provided for in the Deferral Period Death Benefit Amendment, if such an amendment is part of this Contract.

Participating.

NN.DIA.(0511)

AR



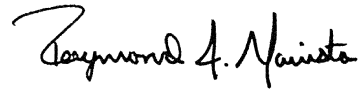
DEFERRAL PERIOD DEATH BENEFIT AMENDMENT

As of the Issue Date, this Amendment is made part of this Contract issued by The Northwestern Mutual Life Insurance Company. In case of a conflict with any provisions in the Contract, the provisions of this Amendment will control.

Section 2.2 DEATH OF THE ANNUITANT OR JOINT ANNUITANT PRIOR TO THE FIRST PAYMENT DATE is hereby deleted and replaced in its entirety with the following:

2.2 DEATH OF THE ANNUITANT PRIOR TO THE FIRST PAYMENT DATE

If the Annuitant dies prior to the First Payment Date, the Contract terminates and a Death Benefit equal to the Purchase Payment paid for this Contract will be payable in lump sum.



Secretary
THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY

<i>SERFF Tracking Number:</i>	<i>NWST-126971164</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>The Northwestern Mutual Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>47761</i>
<i>Company Tracking Number:</i>	<i>NN.DIA.(0511)</i>		
<i>TOI:</i>	<i>A02I Individual Annuities- Deferred Non-Variable</i>	<i>Sub-TOI:</i>	<i>A02I.003 Single Premium</i>
<i>Product Name:</i>	<i>NN.DIA.(0511)</i>		
<i>Project Name/Number:</i>	<i>NN.DIA.(0511)/NN.DIA.(0511)</i>		

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item:	Flesch Certification	
Comments:		
Attachment:		
Flesch Readability Cert.pdf		

	Item Status:	Status Date:
Satisfied - Item:	Application	
Comments:		
Contract form NN.DIA.(0511) will be used with application form 90-1550 (0511) which has been submitted to your Department for review under a separate filing (SERFF tracking # NWST-126971164).		

	Item Status:	Status Date:
Satisfied - Item:	Statement of Variability	
Comments:		
Attachment:		
SOV NN DIA (0511) AL AR.pdf		

	Item Status:	Status Date:
Satisfied - Item:	Sex Neutral Insert Page	
Comments:		
Attachment:		
Sex Neutral Insert Page - DIA.pdf		

	Item Status:	Status Date:
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<i>SERFF Tracking Number:</i>	<i>NWST-126971164</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>The Northwestern Mutual Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>47761</i>
<i>Company Tracking Number:</i>	<i>NN.DIA.(0511)</i>		
<i>TOI:</i>	<i>A02I Individual Annuities- Deferred Non-Variable</i>	<i>Sub-TOI:</i>	<i>A02I.003 Single Premium</i>
<i>Product Name:</i>	<i>NN.DIA.(0511)</i>		
<i>Project Name/Number:</i>	<i>NN.DIA.(0511)/NN.DIA.(0511)</i>		
Satisfied - Item:	Certification of Compliance		
Comments:			
Attachment:			
AR Certification.pdf			

READABILITY CERTIFICATION

I certify to the best of my knowledge and belief that the following forms meet the readability, legibility, and format requirements of any applicable laws and regulations of your state, and that the Flesch Readability Scores are as follows:

Form Number	Flesch Readability Score
NN.DIA.(0511)	51.8
DIA.DPDB.AMDT.(0511)	54.1

THE NORTHWESTERN MUTUAL
LIFE INSURANCE COMPANY



Ted A. Matchulat
Director Product Compliance

01/20/2011

Date

Statement of Variability

NN.DIA.(0511)

Variable information is denoted by brackets.

Provision	Location	Variability
Officer Names & Titles	Front Cover	In the event the title of an officer signing the policy form changes, any new title utilized will be the title of an officer of the company.
Right To Return Contract	Front Cover	<i>If a replacement contract:</i> “Right To Return Contract —Please read this Contract carefully. The Owner may return the Contract for any reason with in thirty days after receiving it. Return of the Contract is effective on the date written notice of the return is delivered or mailed to either The Northwestern Mutual Life Insurance Company, 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202 or the agent who sold the Contract. If returned, the Contract will be considered cancelled and the Company will refund the Purchase Payment, less any benefits paid.”
1. Contract Number	Page 3	This will vary depending on the contract number assigned.
2. Issue Date	Page 3	This will vary depending on when the contract was issued.
3. Owner	Page 3	This will vary depending on who is the Owner.
4. Annuitant	Page 3	This will vary depending on who is the Annuitant.
5. Age and Sex of Annuitant	Page 3	This will vary depending on the Age and Sex of the Annuitant.
6. Joint Annuitant	Page 3	This will only appear if there is a Joint Annuitant, and it will also vary depending on the name of the Joint Annuitant.
7. Age and Sex of Joint Annuitant	Page 3	This will only appear if there is a Joint Annuitant, and it will also vary depending on the age and sex of the Joint Annuitant.
8. Payee	Page 3	This will vary depending on the name of the Payee.
9. Beneficiary	Page 3	This will vary depending on the name of the Beneficiary.
10. Purchase Payment	Page 3	This will vary depending on the amount of the Purchase Payment.
11. First Payment Date	Page 3	This will vary depending on the date of the First Payment.

12. Income Payment	Page 3	This amount will vary depending on the amount of the Income Payment.
13. Frequency of Income Payment	Page 3	This will vary depending on what is chosen for the frequency; it could be Monthly, Quarterly, Semi-Annually, and Annually.
14. Tax Reporting Category	Page 3	<p>This will vary depending on what market is chosen on the application:</p> <ul style="list-style-type: none"> • Personal Annuity (Non-Tax Qualified) • Individual Retirement Annuity (IRA) • Roth IRA • Pension or Profit Sharing • Non-Tax Qualified Business Plan • Government Deferred Compensation Plan (IRC 457)
15. Additional Benefit	Page 3	This will only appear if the Deferral Period Death Benefit Amendment is chosen at the time of application.
16. Initial Commutation Rate	Page 3	This could range from 1.00% to 20.00%

17. Plan	Page 3	<p>This will vary depending on what plan is chosen on the application:</p> <ul style="list-style-type: none"> • Single Life Refund with {XX} years {XX} months Period Certain • Single Life Income with {XX} years {XX} months Period Certain • Single Life Income with no Period Certain • Joint Life with 100% to Survivor with {XX} years {XX} months Period Certain • Joint Life with 100% to Survivor with no Period Certain • Joint Life with 2/3 to Survivor with {XX} years Period Certain • Joint Life with 2/3 to Survivor with no Period Certain • Joint Life with 2/3 to Joint Annuitant with {XX} years Period Certain • Joint Life with 2/3 to Joint Annuitant with no Period Certain • Joint Life with 1/2 to Survivor with {XX} Period Certain • Joint Life with 1/2 to Survivor with no Period Certain • Joint Life with 1/2 to Joint Annuitant with {XX} years Period Certain • Joint Life with 1/2 to Joint Annuitant with no Period Certain • Period Certain with {XX} years and {XX} months Period Certain
18. Language regarding type of plan chosen	Page 3	<p>This language will vary depending on which plan is chosen.</p> <p><i>See attached Addendum B.</i></p>
19. Income Payment	Page 3	<p>This amount will vary depending on the amount of the Income Payment.</p>
20. Frequency of Income Payment	Page 3	<p>This will vary depending on what is chosen for the frequency; it could be Monthly, Quarterly, Semi-Annually, and Annually.</p>
21. First Payment Date	Page 3	<p>This will vary depending on the date of the First Payment.</p>
22. Language regarding the Increasing Payments Option	Page 3	<p>This statement will only appear if the Owner selects the Increasing Payments Option on the application.</p>
23. Percentage amount for Increasing Payments	Page 3	<p>This could range from 1% - 6%.</p>

24. Month and Date of First Payment Date	Page 3	This will vary depending on the month and first payment date.
25. Date	Page 3	This is the First Payment Date.
26. Income Payment	Page 3	This amount will vary depending on the amount of the Income Payment.
27. Date	Page 3	This date will vary depending on if there is a Period Certain chosen on the application.
28. Contract Number	Page 4	This will vary depending on the contract number assigned.

Addendum B

Single Life Refund

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY WILL PAY \${XXXX.XX} {MONTHLY} FOR THE LIFE OF THE ANNUITANT. THE FIRST PAYMENT IS PAYABLE ON {DATE}.

IF THE SUM OF THE ANNUITY PAYMENTS MADE BEFORE THE ANNUITANT'S DEATH IS LESS THAN THE SINGLE PREMIUM PAID FOR THIS PLAN, {MONTHLY} PAYMENTS OF \${XXXX.XX} THROUGH {DATE} AND A FINAL PAYMENT OF \${XXXXXX.XX} ON {DATE} WILL BE PAID.

Single Life Income with Period Certain

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY WILL PAY \${XXXX.XX} {MONTHLY} FOR THE LIFE OF THE ANNUITANT. THE FIRST PAYMENT IS PAYABLE ON {DATE}.

IF THE ANNUITANT DIES BEFORE {DATE}, \${XXXX.XX} WILL BE PAID {MONTHLY} THROUGH {DATE}.

Single Life Income with No Period Certain

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY WILL PAY \${XXXX.XX} {MONTHLY} FOR THE LIFE OF THE ANNUITANT. THE FIRST PAYMENT IS PAYABLE ON {DATE}. NO BENEFITS ARE PAYABLE AFTER THE DEATH OF THE ANNUITANT.

NONE OF THE SINGLE PREMIUM PAID FOR THIS PLAN WILL BE REFUNDED UPON THE DEATH OF THE ANNUITANT, WHETHER DEATH OCCURS BEFORE OR AFTER ANY INCOME PAYMENTS HAVE BECOME PAYABLE.

Joint Life with 100% to Survivor with Period Certain

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY WILL PAY \${XXXX.XX} {MONTHLY} WHILE EITHER THE ANNUITANT OR THE JOINT ANNUITANT ARE LIVING. THE FIRST PAYMENT IS PAYABLE ON {DATE}.

IF BOTH THE ANNUITANT AND THE JOINT ANNUITANT DIE BEFORE {DATE}, \${XXXX.XX} WILL BE PAID {MONTHLY} THROUGH {DATE}.

Joint Life with 100% to Survivor with No Certain Period

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY WILL PAY
\${XXXX.XX} {MONTHLY} WHILE EITHER THE ANNUITANT OR THE JOINT
ANNUITANT ARE LIVING. THE FIRST PAYMENT IS PAYABLE ON {DATE}.

NO BENEFITS ARE PAYABLE AFTER THE DEATH OF BOTH THE SURVIVING
ANNUITANT AND THE JOINT ANNUITANT.

Joint Life with 2/3 to Survivor with Period Certain

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY WILL PAY
\${XXXX.XX} {MONTHLY} WHILE BOTH THE ANNUITANT AND THE JOINT
ANNUITANT ARE LIVING. THE FIRST PAYMENT IS PAYABLE ON {DATE}.

UPON THE DEATH OF EITHER THE ANNUITANT OR THE JOINT ANNUITANT,
\${XXXX.XX} WILL BE PAID {MONTHLY} FOR THE LIFE OF THE SURVIVOR.

IF BOTH THE ANNUITANT AND THE JOINT ANNUITANT DIE BEFORE {DATE},
\${XXXX.XX} WILL BE PAID {MONTHLY} THROUGH {DATE}.

Joint Life with 2/3 to Survivor with No Period Certain

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY WILL PAY
\${XXXX.XX} {MONTHLY} WHILE BOTH THE ANNUITANT AND THE JOINT
ANNUITANT ARE LIVING. THE FIRST PAYMENT IS PAYABLE ON {DATE}.

UPON THE DEATH OF EITHER THE ANNUITANT OR THE JOINT ANNUITANT,
\${XXXX.XX} WILL BE PAID {MONTHLY} FOR THE LIFE OF THE SURVIVOR.

NO BENEFITS ARE PAYABLE AFTER THE DEATH OF BOTH THE ANNUITANT AND
THE JOINT ANNUITANT.

Joint Life with 2/3 to Joint Annuitant with Period Certain

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY WILL PAY
\${XXXX.XX} {MONTHLY} FOR THE LIFE OF THE ANNUITANT. THE FIRST
PAYMENT IS PAYABLE ON {DATE}.

UPON THE DEATH OF THE ANNUITANT, \${XXXX.XX} WILL BE PAID {MONTHLY}
FOR THE LIFE OF THE JOINT ANNUITANT.

IF BOTH THE ANNUITANT AND JOINT ANNUITANT DIE BEFORE {DATE},
\${XXXX.XX} WILL BE PAID {MONTHLY} THROUGH {DATE}.

Joint Life with 2/3 to Joint Annuitant with No Period Certain

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY WILL PAY
\${XXXX.XX} {MONTHLY} FOR THE LIFE OF THE ANNUITANT. THE FIRST
PAYMENT IS PAYABLE ON {DATE}.

UPON THE DEATH OF THE ANNUITANT, \${XXXX.XX} WILL BE PAID {MONTHLY}
FOR THE LIFE OF THE JOINT ANNUITANT.

NO BENEFITS ARE PAYABLE AFTER THE DEATH OF BOTH THE ANNUITANT AND
THE JOINT ANNUITANT.

Joint Life with 1/2 to Survivor with Period Certain

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY WILL PAY
\${XXXX.XX} {MONTHLY} WHILE BOTH THE ANNUITANT AND THE JOINT
ANNUITANT ARE LIVING. THE FIRST PAYMENT IS PAYABLE ON {DATE}.

UPON THE DEATH OF EITHER THE ANNUITANT OR THE JOINT ANNUITANT,
\${XXXX.XX} WILL BE PAID {MONTHLY} FOR LIFE THE LIFE OF THE SURVIVOR.

IF BOTH THE ANNUITANT AND THE JOINT ANNUITANT DIE BEFORE {DATE},
\${XXXX.XX} WILL BE PAID {MONTHLY} THROUGH {DATE}.

Joint Life with 1/2 to Survivor with No Period Certain

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY WILL PAY
\${XXXX.XX} {MONTHLY} WHILE BOTH THE ANNUITANT AND THE JOINT
ANNUITANT ARE LIVING. THE FIRST PAYMENT IS PAYABLE ON {DATE}.

UPON THE DEATH OF EITHER THE ANNUITANT OR THE JOINT ANNUITANT,
\${XXXX.XX} WILL BE PAID {MONTHLY} FOR THE LIFE OF THE SURVIVOR.

NO BENEFITS ARE PAYABLE AFTER THE DEATH OF BOTH THE ANNUITANT AND
THE JOINT ANNUITANT.

Joint Life with 1/2 to Joint Annuitant with Period Certain

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY WILL PAY
\${XXXX.XX} {MONTHLY} FOR THE LIFE OF THE ANNUITANT. THE FIRST
PAYMENT IS PAYABLE ON {DATE}.

UPON THE DEATH OF THE ANNUITANT, \${XXXX.XX} WILL BE PAID {MONTHLY}
FOR THE LIFE OF THE JOINT ANNUITANT.

IF BOTH THE ANNUITANT AND JOINT ANNUITANT DIE BEFORE {DATE},
\${XXXX.XX} WILL BE PAID {MONTHLY} THROUGH {DATE}.

Joint Life with 1/2 to Joint Annuitant with No Period Certain

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY WILL PAY
\${XXXX.XX} {MONTHLY} FOR THE LIFE OF THE ANNUITANT. THE FIRST
PAYMENT IS PAYABLE ON {DATE}.

UPON THE DEATH OF THE ANNUITANT, \${XXXX.XX} WILL BE PAID {MONTHLY}
FOR THE LIFE OF THE JOINT ANNUITANT.

NO BENEFITS ARE PAYABLE AFTER THE DEATH OF BOTH THE ANNUITANT AND
THE JOINT ANNUITANT.

**In addition to the above language, the following language will also appear depending on the
plan chosen:**

For Single Life Plan with a Deferral Period Death Benefit Amendment

IF THE ANNUITANT DIES BEFORE THE FIRST PAYMENT DATE, A DEATH BENEFIT
EQUAL TO THE PURCHASE PAYMENT WILL BE PAYABLE.

**For Single Life Plan with No Period Certain and without a Deferral Period Death Benefit
Amendment**

THIS CONTRACT DOES NOT PROVIDE A DEATH BENEFIT.

**For Single Life Plan with a Period Certain and without a Deferral Period Death Benefit
Amendment**

IF THE ANNUITANT DIES BEFORE THE FIRST PAYMENT DATE, A DEATH BENEFIT
EQUAL TO THE PRESENT VALUE WILL BE PAYABLE.

For Joint Life Plan with No Period Certain

THIS CONTRACT DOES NOT PROVIDE A DEATH BENEFIT.

For Joint Life Plan with a Period Certain

IF BOTH THE ANNUITANT AND JOINT ANNUITANT DIE BEFORE THE FIRST
PAYMENT DATE, A DEATH BENEFIT EQUAL TO THE PRESENT VALUE WILL BE
PAYABLE.

4.4 COLLATERAL ASSIGNMENT

The Owner may assign this Contract as collateral security. The Company is not responsible for the validity or effect of a collateral assignment. Unless otherwise stated by the Owner, a collateral assignment will take effect on the date it is signed. The Company will not be responsible to an assignee for any payment or other action taken by the Company before receipt of the assignment in writing at its Home Office. The interest of a Payee will be subject to any collateral assignment made either before or after the Payee is named. A collateral assignment is not a transfer of ownership.

4.5 MISSTATEMENT

If the age of the Annuitant, or the Joint Annuitant, if any, has been misstated, the Income Payments that become payable will be in the amount that would have been payable at the correct age. If any amounts have been overpaid by the Company due to a misstatement of age, the amount of the overpayment may be deducted from payments to be made by the Company. If any amounts have been underpaid due to misstatement of age, the underpayment will be paid.

4.6 EVIDENCE OF SURVIVAL

The Company may require proof that the Annuitant, or the Joint Annuitant, if any, is living on the due date of any Income Payment.

4.7 PROOF OF DEATH

Income Payments or a death benefit that become due under the terms of this Contract follow-

ing the death of the Annuitant or the Joint Annuitant are not payable until the Company receives satisfactory proof of death.

4.8 DIVIDENDS

The Contract will share in the divisible surplus of the Company to the extent that it contributes to the surplus. The surplus will be determined each year, and the dividend, if any, will be credited on the Contract anniversary. When a death benefit is paid, upon the death of the Owner before the First Payment Date, any dividend payable for the period of the Owner's death will be paid as part of the death benefit. Dividends will be paid in cash.

Since this Contract is not expected to contribute to divisible surplus, it is not expected that any dividends will be paid.

4.9 REQUESTS BY OWNER

Requests by the Owner to change the Owner, the Payee, the Beneficiary, or the Succession Interest Of The Beneficiary will be made upon receipt in the Home Office of a written request satisfactory to the Company. The request will then take effect as of the date that it was signed. The Company is not responsible for any payment or other action that is taken before the receipt of the request.

4.10 REPORT TO OWNER

At least once each year, the Company will send to the Owner any statements or notices required by law or regulation to be delivered to the Owner.

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY

Re: NN.DIA.(0511)
DIA.DPDB.AMDT.(0511)

We hereby certify that we have carefully reviewed the form(s) submitted herewith and to the best of our knowledge and ability find:

- a. That said form(s) conform(s) to Regulation 19s10B and all applicable Arkansas Insurance Statutes and Department requirements.
- b. That said form(s) contain(s) no provision previously disapproved by the Insurance Department of Arkansas.



Ted A. Matchulat
Director Product Compliance

01/20/2011

Date